

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

COMPANY APPLICATION NO.1130 OF 2006

IN

COMPANY PETITION NO.103 OF 2002

Majid Ahmedbhai Oomerbhoy & Ors. ..Petitioners.

Vs.

Rashid Sattar Oomerbhoy & Ors. ..Respondents.

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Ms. Dipti Nazarath i/b Thakore Jariwala & Associates for the
Petitioners.

Ms. Tasneem A. Saria i/b S.K. Srivastav & Co. for the Respondents.

Ms. K.V. Gautam, Dy. Official Liquidator present.

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CORAM: DR. D.Y. CHANDRACHUD, J.

26th April, 2007.

P.C. :

In pursuance of the order dated 27th February, 2003 passed by D.K. Deshmukh, J. and 3rd February, 2005 the Petitioners have acquired the property bearing Flat No. 8 on the third floor of a building known as Court View situated at 126, Maharshi Karve Road, Mumbai 400 020. The Official Liquidator has informed the Court that the highest bid was that of the Petitioners. On 3rd February, 2005 prayer

clause (a) of the Liquidator's report was granted by an order of the Court. Prayer clause (a) reads as follows :

“a) Whether this Hon'ble High Court may be pleased to accept the highest bid of Rs.2,60,00,000/- given by Shri N.M. Oomerbhoy Plaintiff No.1 himself and for plaintiff Nos.2 and 3 in respect of the flat No.8, 3rd floor of the Building i.e. Court view Co.op. Housing Society Ltd. situated at 126, M.K. Road, Churchgate, Bombay.”

The only relief which has now been sought is that instead of conveyance being executed in favour of all the three Petitioners, the conveyance should be executed in the name of the Second Petitioner alone. On the previous date of hearing counsel appearing for the Petitioners had stated before the Court that an affidavit of the First and Third Petitioners agreeing to the modalities proposed in terms of prayer clause (a) of the Company Application would be filed. Accordingly an affidavit of the First and Third Petitioners dated 24th April, 2007 has been filed in which it has been stated that the Company Application has been taken out with their consent and that they have no objection to the relief sought being granted. Since the

Petitioners have inter se agreed that the conveyance should be executed only in favour of the Second Petitioner, there is no reason why the relief sought in terms of prayer clause (a) should not be granted. The Company Application is accordingly made absolute in terms of prayer clause (a).